

Decision 05-08-010 August 25, 2005

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

John D. McDermott,

Complainant,

vs.

Pacific Gas and Electric Company,

Defendant.

(ECP)

Case 05-06-001

(Filed June 1, 2005)

John. D. McDermott, complainant, in pro per.
Lena Lopez, Senior Tariff Analyst, for Pacific Gas and
Electric Company, defendant.

ORDER DISMISSING COMPLAINT

This matter was heard by Administrative Law Judge (ALJ) Victor D. Ryerson in the Commission's Courtroom in San Francisco on July 6, 2005. The matter was submitted on that date.

Complainant John D. McDermott owns a five-unit apartment building in San Francisco. He filed the complaint in this matter in response to the actions of Defendant Pacific Gas and Electric Company (PG&E) following the respective termination of occupancy of tenants of two of the units, 130A South Park and 134A South Park. The amount of money claimed appeared to be less than the jurisdictional limit set forth in Code of Civil Procedure Section 116.220, subdivision (a), and the matter was accordingly set as an expedited complaint proceeding pursuant to Public Utilities Code Section 1701.2, subdivision (a).

With regard to unit 130A, McDermott received a call from the tenant in September 2004 to the effect that PG&E had refused to make a service call to light the water heater. McDermott called PG&E, and was informed that several months' utility bills had not been paid, and that PG&E would not make the service call until the bill was paid. He told the PG&E representative that the responsibility was the tenant's under the terms of the lease, a copy of which he attempted to send her by FAX, but he directed the FAX to the wrong number, and PG&E did not receive it.

In December 2004, PG&E terminated service to unit 130A. The tenant ultimately abandoned the property in January 2005, leaving the entire utility bill unpaid, and PG&E initially refused to restore service until McDermott took responsibility for the bill, consistent with its normal practice for rental properties in San Francisco. However, after McDermott filed this formal complaint, PG&E forgave the unpaid charges and agreed to turn on the power when McDermott requests restoration of service. He had not done so at the time of the hearing.

On November 6, 2004, the tenant of unit 134A gave McDermott notice of intent to vacate on November 30. The tenant also called PG&E to terminate service as of November 6. McDermott conducted a walkthrough of the premises before the tenant vacated at the end of November, but did not enter the unit again until mid-December. At that time he found that the unit still had utility service, the lights were on, and a burner on the stove was lighted. McDermott was upset that PG&E had not turned off the utilities. At his request, PG&E turned them off following his visit.

The effect of the tenant's call to PG&E on November 6 was that PG&E had stopped billing the tenant for service after that date. This is standard utility practice. However, PG&E also refused to restore service to unit 134A until McDermott paid the outstanding bill. PG&E acknowledges that this was an improper response to his request, and that service should have been restored to the unit immediately. PG&E credibly claims that it is not its policy to deny a

service request by a landlord who refuses to take responsibility for a tenant's charges. PG&E restored service to the unit and waived the December charges, and its representative apologized to McDermott for the error after he filed the formal complaint.

McDermott concedes that he now has no claim against PG&E for improper overcharges or other alleged tariff violations. Although his complaint additionally seeks the institution of a formal investigation of PG&E's practice of terminating the billing to residential rental units without turning off the service after a rental customer notifies PG&E, this request is not consistent with the jurisdictional limitations of an expedited complaint proceeding, which is essentially the adjudication of a claim for a sum of money that does not exceed \$5000. The substance of the dispute has already been resolved, and the complaint should be dismissed.

Assignment of Proceeding

Geoffrey F. Brown is the Assigned Commissioner and Victor D. Ryerson is the assigned ALJ in this proceeding.

Therefore, **IT IS ORDERED** that this complaint is dismissed, and the proceeding is closed.

This order is effective today.

Dated August 25, 2005, at San Francisco, California.

MICHAEL R. PEEVEY
President
GEOFFREY F. BROWN
SUSAN P. KENNEDY
DIAN M. GRUENEICH
JOHN A. BOHN
Commissioners